

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re:	: Bankruptcy No. 14-19441-JKF
Attoh Moutchia	: Chapter 13
Debtor	:
U.S. Bank National Association, not in its	:
individual capacity but solely as trustee for the	:
RMAC Trust, Series 2016-CTT c/o Rushmore	:
Loan Management Services	:
Movant	:
vs.	:
Attoh Moutchia	:
Debtor/Respondent	:
and	:
Scott Waterman, Esquire	:
Trustee/Respondent	:

**CONSENT ORDER / STIPULATION AGREEMENT**

AND NOW, upon the Motion of U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT c/o Rushmore Loan Management Services (“Creditor” or “Movant”), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain property, 5447 Cedar Avenue, Philadelphia, PA 19143 (the “Property”), it is hereby agreed as follows:

Attoh Moutchia (“Debtor”) acknowledges that the loan is due for the following post-petition amounts as follows:

Payments (08/01/2018 – 01/01/19 @ \$515.93/monthly) ....	\$	3,095.58
Payments (02/01/19 – 03/01/19 @ \$540.27/monthly) .....	\$	1,080.54
Attorney’s fees/costs .....	\$	1,031.00
Less Suspense .....	\$	(\$94.46)
Arrears (“Arrears”) .....	\$	<b>5,112.66</b>

1. Debtor shall cure the Arrears as set forth above in the following manner:

a. Roll the **\$5,112.66** balance of the Arrears above into and pay it through an Amended Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant’s Proof of Claim. Debtor’s attorney shall file a Motion to Modify Debtor’s plan post confirmation within ten (10) days of the entry of this Stipulation.

2. Debtor shall make the regular monthly payments required to the Trustee.

3. Debtor agrees to continue making the regular post-petition monthly mortgage payments to Creditor in the amount of **\$540.27** (or as may be adjusted from time to time, as per standard escrow practices), commencing with the **04/01/2019** payment and monthly for every payment thereafter.

4. Debtor shall send all payments due directly to Creditor at the address below:

**Rushmore Loan Servicing  
P.O. Box 52708  
Irvine, CA 92619-2708**

**Rushmore's loan #xxxxxx7115** must appear on each payment made hereinafter.

5. In the event Debtor fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates, or should Debtor fail to file or have a Motion to Modify the Plan Post Confirmation approved as per paragraph 1a., above, Creditor and/or Counsel may give Debtor and Debtor's counsel notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Debtor's counsel, Creditor shall be entitled to have the Court enter an Order for relief from the bankruptcy stay.

6. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Creditor's rights hereunder.

7. Upon issuance of the aforesaid Order, the parties hereto further agree that Creditor may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.

8. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date the case is converted. If Debtor fails to make payment in accordance with this paragraph then the Creditor, through Counsel, may file a certification setting forth said failure and the Creditor shall be granted immediate relief from the automatic stay.

9. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

10. The undersigned parties request that the Court enter an Order approving this Consent Order/Stipulation and the terms therein.

By signing this Stipulation, Debtor's Counsel represents that the Debtor is familiar with and understands the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth below:

/s/ Danielle Boyle-Ebersole  
Danielle Boyle-Ebersole, Esquire  
Counsel for Creditor

Date: 03/05/2019

*Michael D. Sayles*  
\_\_\_\_\_  
Michael D. Sayles, Esquire  
Counsel for Debtor

Date: 03/06/2019

/s/ Polly A. Langdon, Esquire  
for Scott Waterman, Esquire  
Trustee

Date: 03/07/2019

And Now, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, it is hereby ORDERED that the Stipulation between the parties is approved.

\_\_\_\_\_  
Honorable Jean K. FitzSimon  
U.S. Bankruptcy Judge